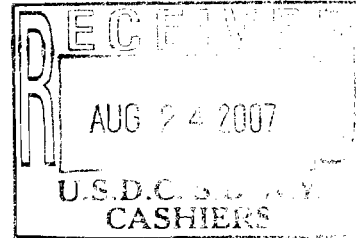


MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
By: KATHLEEN A. ZEBROWSKI
Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Telephone No.: (212) 637-2710
Fax Number : (212) 637-2717

07 CIV 7546

JUDGE KARAS



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
UNITED STATES OF AMERICA,

Plaintiff,

- v. -

CLYDE CHAMBERLAIN,

Defendant.
-----x

VERIFIED COMPLAINT

07 Civ.

Plaintiff United States of America (the "United States"), by and through its attorney, Michael J. Garcia, United States Attorney for the Southern District of New York, alleges upon information and belief that:

1. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1345.
2. Defendant Clyde Chamberlain (the "defendant") resides at 1152 Peekskill Hollow Road, Carmel, NY 10512, within the Southern District of New York.

FIRST CAUSE OF ACTION

3. Defendant applied for and received a student loan from the lender whose name is set out in the defendant's promissory note(s) evidencing the loan, copies of which are annexed hereto as Exhibit A and incorporated herein.
4. Defendant defaulted on said note(s) and owes the amount said note(s) and

interest.

5. The United States is the assignee and present holder of said note(s).

6. The amount due and owing plaintiff by defendant on said note(s) are \$119,173.18, plus administrative costs in the amount of \$5.00, plus interest in the amount of \$37,303.44, (representing interest at the rate 7.94 percent per annum on the sum of \$68,048.55 and 5.25 percent per annum on the sum of \$51,124.63) as of August 23, 2007. The Certificates of Indebtedness from the United States Department of Education is annexed hereto as Exhibit B and incorporated herein.

SECOND CAUSE OF ACTION

7. Plaintiff repeats and realleges the allegations contained in paragraphs numbered one through six.

8. Plaintiff insured the aforementioned note(s) pursuant to Title IV of the Higher Education Act of 1965, Public Law 89-329.

9. The lender made an insurance claim on the United States for the amount of the lender's loss arising from the defendant's default on said note(s), which claim has been paid by the United States to the lender.

10. Plaintiff is entitled to be indemnified by defendant in the amount of \$119,173.18, plus administrative costs in the amount of \$5.00, plus interest in the amount of \$37,303.44, (representing interest at the rate 7.94 percent per annum on the sum of 68048.55 and 5.25 percent per annum on the sum of \$51,124.63) as of August 23, 2007, with interest accruing thereafter at the rate of 7.94 percent per annum.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$119,173.18, plus administrative costs in the amount of \$5.00, plus interest as provided by law to the date of judgment and interest from the date of judgment at the legal rate until paid in full, together with costs and disbursements and for such other and further relief as this Court deems just and proper.

Dated: New York, New York

August 24, 2007

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
Attorney for the Plaintiff

By: 

KATHLEEN A. ZEBROWSKI
Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Telephone No.: (212) 637-2710

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NEW YORK : ss.:
SOUTHERN DISTRICT OF NEW YORK)

KATHLEEN A. ZEBROWSKI, being duly sworn, deposes and says that she is an Assistant United States Attorney in the office of Michael J. Garcia, United States Attorney for the Southern District of New York, that she has read the foregoing complaint, and that the same is true and accurate to the best of her knowledge and belief.

KATHLEEN A. ZEBROWSKI
Assistant United States Attorney

Sworn to before me this _____

day of _____

NOTARY PUBLIC

A

FEDERAL DIRECT STUDENT LOAN PROGRAM

U.S. Department of Education, Washington, DC

OMB No. 1840-0087
Form Approved
Exp. Date 08/20/98

Warning: Any person who knowingly makes a false statement of misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both under the U.S. Criminal Code and 20 U.S.C. 1097

**Federal Direct Stafford Loan
Federal Direct Unsubsidized Stafford Loan
Promissory Note and Disclosure****Section A: To Be Completed By Borrower**

1. Name (last, first, middle initial) CHAMBERLAIN, CLYDE	2. Social security number [REDACTED]	3. Date of birth [REDACTED]
4. Permanent home address (street, city, state, ZIP) RD 2 PEEKSKILL HOLLOW ROAD, CARMEL, NY 10512		
5. Permanent home phone (with area code) (914) 225-2123	6. Driver's license state and number -	

7. References: You must list two persons with different U.S. addresses, who have known you for at least three years.

Name	Joe Mosca	Cheryl Chingon
Permanent address	Peekskill Hollow Rd	Henning Dr.
City, state, ZIP	Putnam Valley N.Y.	Montrose N.Y.
Area code/telephone	914 528-3183	914 739-1141

Section B: To Be Completed by School

8. School name PACE UNIVERSITY	9. Loan period approved From: MM/DD/YY 08/29/94 To: MM/DD/YY 05/23/95
10. School address (street, city, state, ZIP) 1 PACE PLAZA, NEW YORK, NY 10038	11. School code/branch G02791

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

Anticipated Disbursement Dates	Loan amount approved	Loan fee rate	Loan fee amount	Net disbursement amount	Interest rate
<div style="text-align: center;"> IMAGE - RECORDS NOV 0 8 1994 NOV 0 7 1994 22 22 </div>					
Total					

Anticipated Disbursement Dates	Loan amount approved	Loan fee rate	Loan fee amount	Net disbursement amount	Interest rate
1st 08/09/94	\$ 5000	4.00	\$ 200	\$ 4800	VARIABLE
2nd 01/11/95	\$ 5000	4.00	\$ 200	\$ 4800	
3rd / /	\$ 0	4.00	\$ 0	\$ 0	
4th / /	\$ 0	4.00	\$ 0	\$ 0	
Total	\$10000		\$ 400	\$ 9600	

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understood and agreed to the terms and

conditions of this Promissory Note. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the school identified in Section B.

Under penalty of perjury I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default, I have made arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.
10/12/94 18:12:23 SERVICER COPY

12. Loan identification number(s) **102525546-U-95-G02791-1-01**

13. Signature of borrower *Clyde Chamberlain* Date **10/27/94**

FEDERAL DIRECT STUDENT LOAN PROGRAM

U.S. Department of Education, Washington, DC

OMB No. 1840-0087
Form Approved
Exp. Date 08/20/99

Warning: Any person who knowingly makes a false statement of misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both under the U.S. Criminal Code and 20 U.S.C. 1097

**Federal Direct Stafford Loan
Federal Direct Unsubsidized Stafford Loan
Promissory Note and Disclosure****Section A: To Be Completed By Borrower**

1. Name (last, first, middle initial) CHAMBERLAIN, CLYDE	2. Social security number [REDACTED]	3. Date of birth [REDACTED]
4. Permanent home address (street, city, state, ZIP) RD 2 PEEKSKILL HOLLOW ROAD, CARMEL, NY 10512		
5. Permanent home phone (with area code) (914) 225-2123	6. Driver's license state and number -	
7. References: You must list two persons with different U.S. addresses, who have known you for at least three years.		

Name	Joe Moscovitz	Cheryl Curinga
Permanent address	Peekskill Hollow rd	Hennard dr
City, state, ZIP	Pittsford Valley NY	Montrose NY
Area code/telephone	914-528-3183	914-739-1141

Section B: To Be Completed by School

8. School name PACE UNIVERSITY	9. Loan period approved 08/29/94	From: MM/DD/YY 08/29/94	To: MM/DD/YY 05/23/95
10. School address (street, city, state, ZIP) 1 PACE PLAZA, NEW YORK, NY 10038			11. School code/branch G02791

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan amount approved	Loan fee rate	Loan fee amount	Net disbursement amount	Interest rate
Federal Direct Stafford Loan	1st 08/09/94	\$ 4250	4.00	\$ 170	\$ 4080	VARIABLE
	2nd 01/11/95	\$ 4250	4.00	\$ 170	\$ 4080	
	3rd / /	\$ 0	4.00	\$ 0	\$ 0	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
	Total	\$ 8500		\$ 340	\$ 8160	

	Anticipated Disbursement Dates	Loan amount approved	Loan fee rate	Loan fee amount	Net disbursement amount	Interest rate
Federal Direct Unsubsidized Stafford Loan						
	Total					

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understood and agreed to the terms and

conditions of this Promissory Note. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the school identified in Section B.

Under penalty of perjury I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default, I have made arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

10/12/94 18:09:03 SERVICER COPY

12. Loan identification number(s) **102525546-S-95-G02791-1-01**

13. Signature of borrower

Date

Clyde Chamberlain 10/27/94

IMAGE-RECORDS

OCT 9 1995

78

OMB No. 1840-0657
Form Approved
Exp. Date 06/30/95**William D. Ford Federal Direct Loan Program**
U.S. Department of Education**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.**Federal Direct Stafford/Ford Loan**
Federal Direct Unsubsidized Stafford/Ford Loan
Promissory Note and Disclosure**Section A To Be Completed By The Borrower**

1. Name (last, first, middle initial) and Address (street, city, state, zip code) CHAMBERLAIN, CLYDE RD 2 PEEKSKILL HOLLOW ROAD CARMEL, NY 10512-0000	2. Social Security Number 102-52-5546 3. Date of Birth 08/10/58 4. Area Code/Telephone Number (914) 225-2123 5. Driver's License Number (List state abbreviation first.) NY-C080307999607524158
---	--

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name 1. Clyde Chamberlain Sr.	Name 2. Cheryl Carrington
Permanent Address 135 Rogers Ln.	Permanent Address Hanning Dr.
City, State, Zip Code Shenandoah NY 10587	City, State, Zip Code Montrose NY 10598
Area Code/Telephone Number (914) 288-5626	Area Code/Telephone Number (914) 757-1141

Section B To Be Completed By The School

7. School Name PACE UNIVERSITY	8. Loan Period Approved From: MM/DD/YY 08/28/95 To: MM/DD/YY 05/23/96
9. School Address (street, city, state, zip code) 1 PACE PLAZA, NEW YORK, NY 10038	10. School Code/Branch G02791

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct	1st 08/18/95	\$ 4250	4.00	\$ 170	\$ 4080	VARIABLE
Subsidized	2nd 01/08/96	\$ 4250	4.00	\$ 170	\$ 4080	
Loan	3rd / /	\$ 0	4.00	\$ 0	\$ 0	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
	Total	\$ 8500		\$ 340	\$ 8160	
Direct						
Unsubsidized						
Loan						
	Total					

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default, I have made repayment arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

102525546-S-96-G02791-1-01 01

Signature of Borrower

Date 9/27/95

09/13/95 13:32:59
SERVICER COPY

IMAGE RECORDS

OCT 31 1995

78

OMB No. 1840-0667
Form Approved
Exp. Date 06/30/96William D. Ford Federal Direct Loan Program
U.S. Department of Education

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford Loan
Federal Direct Unsubsidized Stafford/Ford Loan
Promissory Note and Disclosure

Section A. To Be Completed by The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code)

CHAMBERLAIN, CLYDE

RD 2 PEEKSKILL HOLLOW ROAD

CARMEL, NY 10512-0000

2. Social Security Number

102-52-5546

3. Date of Birth

08/10/58

4. Area Code/Telephone Number

(914) 225-2123

5. Driver's License Number (last state abbreviation first.)

NY-C080307999607524158

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name

1. Clyde Chamberlain Sr.

2. Cheryl Curinga

Permanent Address

135 Rogers Ln.

Hennepin St.

City, State, Zip Code

Shenandoah NY 10587

Montrose NY 10578

Area Code/Telephone Number

(914) 246-5696

(914) 739-1141

Section B. To Be Completed by The School

7. School Name

PACE UNIVERSITY

8. Loan Period

From: 8/28/95 To: 5/23/96

Approved

08/28/95

05/23/96

9. School Address (street, city, state, zip code)

1 PACE PLAZA, NEW YORK, NY 10038

10. School Code/Branch

G02791

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct Subsidized Loan						
	Total					
Direct Unsubsidized Loan	1st 08/18/95	\$ 5000	4.00	\$ 200	\$ 4800	VARIABLE
	2nd 01/08/96	\$ 5000	4.00	\$ 200	\$ 4800	
	3rd / /	\$ 0	4.00	\$ 0	\$ 0	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
	Total	\$10000		\$ 400	\$ 9600	

I promise to pay the U.S. Department of Education all sums (hereinafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1985, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default, I have made repayment arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

102525546-U-96-G02791-1-01 01

Signature of Borrower

Date

09/13/95 13:33:01
SERVICER COPY

9/22

**Direct
Loans****William D. Ford Federal Direct Loan Program
U.S. Department of Education**OMB No. 1840-0087
Form Approved
Exp. Date 12/31/98

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

**Federal Direct Stafford/Ford Loan
Federal Direct Unsubsidized Stafford/Ford Loan
Promissory Note and Disclosure****Section A To Be Completed By The Borrower**

1. Name (last, first, middle initial) and Address (street, city, state, zip code)		2. Social Security Number
CHAMBERLAIN, CLYDE RD 2 PEEKSKILL HOLLOW ROAD CARMEL, NY 10512-0000		[REDACTED]
3. Date of Birth		[REDACTED]
4. Area Code/Telephone Number		(914) 225-2123
5. Driver's License Number (List state abbreviation first.)		NY-C080307999607524158
6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.		
Name	1. Clyde Chamberlain Sr.	2. Cheryl Curinga
Permanent Address	Box 135 Rogers Ln	Hennings Dr
City, State, Zip Code	Shenandoah N.Y. 10587	Montrose N.Y. 10548
Area Code/Telephone Number	(914) 248-5696	(914) 767-1141

Section B To Be Completed By The School

7. School Name	8. Loan Period Approved	From: MM/DD/YY 08/26/1996	To: MM/DD/YY 05/16/1997
PACE UNIVERSITY-NEW YORK			
9. School Address (street, city, state, zip code)	10. School Code/Branch		
ONE PACE PLAZA, NEW YORK, NY 10038	G02791		

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct Subsidized Loan	1st 08/16/1996	\$ 4250	4.00	\$ 170	\$ 4080	VARIABLE
	2nd 12/27/1996	\$ 4250	4.00	\$ 170	\$ 4080	
	3rd					
	4th					
	Total	\$ 8500		\$ 340	\$ 8160	
Direct Unsubsidized Loan						
	Total					

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the school identified in Section B.

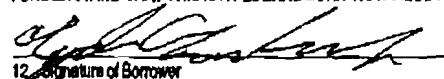
Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default, I have made repayment arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

102525546-S-97-G02791-001 01

12. Signature of Borrower


 9/16/96

Date

09/13/1996

10:26:36

SERVICER COPY

09/13/1996
10:26:38
SERVICER COPY

9/11/96
JH

Section A: To Be Completed By The Borrower		Section B: To Be Completed By The School																																										
<p>1. Name (last, first, middle initial) and address (street, city, state, zip code)</p> <p>CHAMBERLAIN, CLYDE RD 2 PEESKILL HOLLOW ROAD CARMEL, NY 10512-0000</p>		<p>7. School Name</p> <p>PAGE UNIVERSITY-NEW YORK</p>																																										
<p>2. Social Security Number</p> <p>102-52-5546</p>		<p>8. Loan Period</p> <p>From: 08/26/1996 To: 05/16/1997</p>																																										
<p>3. Date of Birth</p> <p>08/10/1958</p>		<p>9. School Address (street, city, state, zip code)</p> <p>ONE PAGE PLAZA, NEW YORK, NY 10038</p>																																										
<p>4. Area Code/Telephone Number</p> <p>(914) 225-2123</p>		<p>10. School Code/Branch</p> <p>G02791</p>																																										
<p>5. Driver's License Number (let state abbreviation first)</p> <p>NY-C08030799607524158</p>		<p>11. Loan Identification Number(s)</p> <p>10255546-U-97-G02791-001 01</p>																																										
<p>6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.</p> <p>1. Clyde Chamberlain Sr. 135 Rogers Ln. Staten Island, NY 10587 (914) 248-5650</p> <p>2. Henry Curing. Hedding Dr. Montrose Ave 10548 (914) 759-1141</p>																																												
<p>Section A: To Be Completed By The Borrower</p> <p>1. I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an amended copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand and agree to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.</p> <p>2. I understand that this is a Federal Loan that I MUST REPAY. Department of Education. If I am in default, I have made repayment arrangements that are satisfactory to the Secretary of the Department of Education. I am not now in default on any loan received under the Federal Family Education Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or any other loan received under the Federal Family Education Loan Program. I am not now in default on a Federal Pell Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Family Education Loan Program. I certify that I do not owe a refund on a Federal Pell Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant for the specified loan period. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note serves as my authorization for my loan proceeds to be credited to my student account by the school identified in Section B.</p> <p>3. I agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note and school identified in Section B.</p>																																												
<p>The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.</p> <table border="1"> <thead> <tr> <th>Disbursement Dates</th> <th>Loan Amount</th> <th>Loan Fee</th> <th>Loan Fee</th> <th>Amount</th> <th>Net Disbursement</th> <th>Interest Rate</th> </tr> </thead> <tbody> <tr> <td>1st</td> <td>\$ 5000</td> <td>\$ 5000</td> <td>4.00</td> <td>\$ 200</td> <td>\$ 4800</td> <td rowspan="2">VARIABLE</td> </tr> <tr> <td>2nd</td> <td>\$ 5000</td> <td>\$ 5000</td> <td>4.00</td> <td>\$ 200</td> <td>\$ 4800</td> </tr> <tr> <td>3rd</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4th</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$ 10000</td> <td>\$ 10000</td> <td></td> <td>\$ 400</td> <td>\$ 9600</td> <td></td> </tr> </tbody> </table>				Disbursement Dates	Loan Amount	Loan Fee	Loan Fee	Amount	Net Disbursement	Interest Rate	1st	\$ 5000	\$ 5000	4.00	\$ 200	\$ 4800	VARIABLE	2nd	\$ 5000	\$ 5000	4.00	\$ 200	\$ 4800	3rd							4th							Total	\$ 10000	\$ 10000		\$ 400	\$ 9600	
Disbursement Dates	Loan Amount	Loan Fee	Loan Fee	Amount	Net Disbursement	Interest Rate																																						
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William D. Ford Federal Direct Loan Program
U.S. Department of Education

Direct Loans

OMB No. 1840-0067
Form Approved
Exp. Date 12/31/98

Federal Direct Stafford/Ford Loan
Federal Direct Unsubsidized Stafford/Ford Loan
Promissory Note and Disclosure

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1087.

Promissory Note

Page 1 of 3

Borrower's Name: CLYDE CHAMBERLAIN**Borrower's Social Security Number:** [REDACTED]**REPAYMENT PLAN SELECTION**

Carefully read question #5, "What are my repayment plan options?," on the "Frequently Asked Questions" Page to understand the repayment plans available to you. Then, complete this section to select your repayment plan. Remember--

- All student loans must be repaid under the same repayment plan. Parent PLUS loans may be repaid under a different repayment plan.
- If you select the Income Contingent Repayment Plan, you must complete the "Repayment Plan Selection" AND "Income Contingent Repayment Plan Consent to Disclosure of Tax Information" forms. Both forms can be downloaded from the "Forms and Publications" Page. **Your selection cannot be processed without these forms.**
- **If you want to consolidate a defaulted student loan(s) and you have not made a satisfactory repayment arrangement with your current holder(s), you must select the Income Contingent Repayment Plan.**

Place an "X" in the box that corresponds to your repayment plan selection for each loan type. Note that Direct PLUS Consolidation Loans cannot be repaid under the Income Contingent Repayment Plan.

		Income Contingent	Standard	Extended	Graduated
STUDENT LOANS	<i>Direct Subsidized and Unsubsidized</i>				
	<i>Consolidation Loans:</i>	X			
PARENT LOANS	<i>Direct Plus Consolidation Loans:</i>	N/A			

PROMISSORY NOTE**Promise to Pay:**

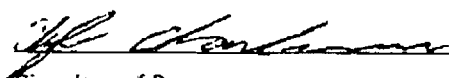
I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note (note) to discharge my prior loan obligations, plus interest, and other fees that may become due as provided in this note. If I fail to make payments on this note when due, I will also pay collection costs including but not limited to attorney's fees and court costs. If ED accepts my application, I understand that ED will on my behalf send funds to the holder(s) of the loan(s) selected for consolidation in order to pay off this loan(s). I further understand that the amount of this loan will equal the sum of the amount(s) that the holder(s) of the loan(s) verified as the payoff balance(s) on that loan(s) selected for consolidation. My signature on this note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s).

This amount may be more or less than the estimated total balance I have indicated in the Loan Information Section. Further, I understand that if any collection costs are owed on the loans selected for consolidation, these costs may be added to the principal balance of the consolidation loan.

I understand that this is a Promissory Note. I will not sign this note before reading it, including the text on the reverse side, even if I am advised not to read the note. I am entitled to an exact copy of this note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this note, including the Borrower Certification and Authorization printed on the reverse side and the Borrower's Rights and Responsibilities.

If consolidating jointly with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We further understand that we may postpone repayment of the loan only if we provide ED with written requests that confirm Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us at the same time.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.



Signature of Borrower

12/16/02

Date

Signature of Spouse (If consolidating jointly)

Date

Direct Loans

When a Direct Federal Student Loan Program

The borrower identified in Item 3 of this Verification Certificate (certificate) has requested consolidation of his or her education loan(s). The Federal Direct Consolidation Loan Program (Direct Consolidation Loan Program) enables borrowers to apply for a loan to consolidate outstanding education loans pursuant to Title IV of the Higher Education Act of 1965, as amended. Loans that may be consolidated are listed in the instructions on the back of this certificate. This certificate is used to verify the payoff amount of the borrower's outstanding education loan(s) selected for consolidation. As part of the Federal Direct Consolidation Loan Application and Promissory Note, the borrower named in Item 3 has authorized your disclosure of information regarding the education loan(s) listed in Item 5. Please confirm that the information provided is accurate, complete blank items, and return within 10 business days of the date received to the address given on the back of this certificate.

Application Receipt Date: 12/09/2002

For information or assistance when completing this certificate, please call the Loan Origination Center's Consolidation Department at 1-800-557-7392.

(3) Borrower Information

(2) Institution and Address to which payoff amount should be sent
(If different from Item 1)

(1) Holder/Service Information

0000028241

Holder/Service is: ☐ Lender ☐ Guarantor

(check only one) ☐ Service for Lender ☐ Service for Guarantor

Name NEW YORK STATE HIGHER EDUCATION SERVICES

Street 99 WASHINGTON AVENUE CASHIER'S OFFICE

City, State, Zip Code ALBANY NY 12255

Area Code/Telephone # (800) 556-0991

Area Code/Fax # (518) 462-1543

(4) Certification Date

See the reverse side for instructions.

Act	Account Number	(6) Loan Type	(7) Interest Rate (%)	(8) Principal Outstanding	(9) Interest Due (Item 4)	(10) Fees and Late Charges	(11) Costs Collection	(12) Total Due	(14) First/Only Disbursement Date	(15) In-School Period (Year/No)	(16) ED School Code	(17) Anticipated/Actual Completion Date	(18) Defaulted (Year/No)	(19) Satisfactory Repayment Arrangement (Year/No)	(20) Judgment (Year/No)
#1		B	5.01	13736.93	1626.69			2870.27	1/4/90	✓	007720	5/31/92	443	✓	✓
#2		H	5.38	22757.95	2724.89			4714.33	1/31/90	✓	007720	5/31/92	443	✓	✓
#3															
#4															
#5															
#6															
(13) Total Payoff Amount									48403.02						

(21) Additional Comments: I certify that: (1) To the best of my knowledge and belief, the information on this certificate is accurate and complete; (2) Each loan identified above is a legal, valid, and binding obligation of the borrower; (3) Each such loan was made and serviced in compliance with all applicable laws and regulations; and (4) In the case of Federal Stafford Loans (subsidized and unsubsidized (GSLL)), Federal PLUS Loans, Federal Supplemental Loans for Students (SLS) and Auxiliary Loans (ALAS), and Federal Insured Student Loans (FISL), the insurance coverage for such loan is in full force and effect. The loan amount(s) confirmed includes the amount(s) necessary to discharge the loan(s). This certificate is not valid unless signed by the U.S. Department of Education in paying off the listed loan(s).

Signature of Authorized Official (Please Print)

Holder/Service Name

Area Code/Telephone Number

Date

Federal Direct Consolidation Loan Verification Certificate

8460644

VCT114

OMB No. 1845-0053
Form Approved
Exp. Date 1/31/2005

12/20/2002

B

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS 1 of 4

Clyde Chamberlain
aka Clyde E. Chamberlain
1152 Peekskill Hollow Rd
Carmel, NY 10512
Account Number: [REDACTED]

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/27/06.

On or about 10/27/94, and 10/27/94, the borrower executed promissory note(s) to secure a loan from the U.S. Department of Education. This loan was disbursed for \$8,500.00, and \$10,000.00 at a variable interest rate to be established annually. This loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et. seq. (34 CFR Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 05/18/01. Pursuant to 34 C.F.R. § 685.202(b), a total of \$4,353.14 in unpaid interest was capitalized and added to the principal balance.


The Department has credited \$554.11 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:

Principal	<u>\$22,853.14</u>
Interest:	<u>\$8,052.58</u>
Administrative/Collection Costs:	<u>\$0.00</u>
Penalty Fees:	<u>\$5.00</u>
 Total debt as of <u>11/27/06</u> :	 <u>\$30,910.72</u>

Interest accrues on the principal shown here at the rate of rate of 7.94% per annum and a daily rate of \$4.97 through June 30, 2007 and thereafter at such rate as the Department establishes pursuant to section 455 of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087d.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/20/06

Name: 
Title: Loan Analyst
Branch: Litigation

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS 2 of 4

Clyde Chamberlain
aka Clyde E. Chamberlain
1152 Peekskill Hollow Rd
Carmel, NY 10512
Account Number: [REDACTED]

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/27/06.

On or about 09/27/95, and 09/27/95, the borrower executed promissory note(s) to secure a loan from the U.S. Department of Education. This loan was disbursed for \$8,500.00, and \$10,000.00 at a variable interest rate to be established annually. This loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et. seq. (34 CFR Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 05/18/01. Pursuant to 34 C.F.R. § 685.202(b), a total of \$4,124.87 in unpaid interest was capitalized and added to the principal balance.

The Department has credited \$548.52 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:

Principal	<u>\$22,624.87</u>
Interest:	<u>\$7,952.18</u>
Administrative/Collection Costs:	<u>\$0.00</u>
Late Fees:	<u>\$0.00</u>
 Total debt as of <u>11/27/06</u> :	 <u>\$30,577.05</u>

Interest accrues on the principal shown here at the rate of rate of 7.94% per annum and a daily rate of \$4.92 through June 30, 2007 and thereafter at such rate as the Department establishes pursuant to section 455 of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087d.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/20/06

Name: Linda Gutierrez

Title: Loan Analyst

Branch: Litigation

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS 3 of 4

Clyde Chamberlain
aka Clyde E. Chamberlain
1152 Peekskill Hollow Rd
Carmel, NY 10512
Account Number: [REDACTED]

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/27/06.

On or about 09/16/96, and 09/16/96, the borrower executed promissory note(s) to secure a loan from the U.S. Department of Education. This loan was disbursed for \$8,500.00, and \$10,000.00 at a variable interest rate to be established annually. This loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et. seq. (34 CFR Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 05/18/01. Pursuant to 34 C.F.R. § 685.202(b), a total of \$4,070.54 in unpaid interest was capitalized and added to the principal balance.


The Department has credited \$547.37 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:

Principal	<u>\$22,570.54</u>
Interest:	<u>\$7,932.95</u>
Administrative/Collection Costs:	<u>\$0.00</u>
Late Fees:	<u>\$0.00</u>
 Total debt as of <u>11/27/06</u> :	 <u>\$30,503.49</u>

Interest accrues on the principal shown here at the rate of rate of 7.94% per annum and a daily rate of \$4.91 through June 30, 2007 and thereafter at such rate as the Department establishes pursuant to section 455 of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087d.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/20/06

Name: 
Title: Loan Analyst
Branch: Litigation

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS 4 of 4

Clyde Chamberlain
aka Clyde E. Chamberlain
1152 Peekskill Hollow Rd
Carmel, NY 10512
Account Number: 102525546

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/27/06.

On or about 12/16/02, the borrower executed promissory note(s) to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$18,230.72, and \$30,153.79 on 01/24/03, at 5.25 interest per annum. This loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et. seq. (34 CFR Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 12/16/04. Pursuant to 34 C.F.R. § 685.202(b), a total of \$2,740.12 in unpaid interest was capitalized and added to the principal balance.

The Department has credited \$0.00 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:


Principal	<u>\$51,124.63</u>
Interest:	<u>\$7,405.65</u>
Administrative/Collection Costs:	<u>\$0.00</u>
Late Fees:	<u>\$0.00</u>

Total debt as of <u>11/27/06</u> :	<u>\$58,530.28</u>
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Interest accrues on the principal shown here at the rate of \$7.35 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/20/06

Name: 
Title: Loan Analyst
Branch: Litigation

Linda Fautala
Loan Analyst